

REMARKS

In response to the action of May 13, 2009, applicants ask that all claims be allowed in view of the amendments to the claims and the following remarks. Claims 1, 7-13, 15, and 38-47 are currently pending, of which claims 1, 38, and 47 are independent. Claims 1, 38, and 47 have been amended. Support for the amendments may be found throughout the application, for example, at FIGS. 5 and 7 and the corresponding description.

Interview Summary

Initially, Applicants' undersigned representative thanks Examiner Pond for the courtesies extended during the personal interview conducted on August 12, 2009. During the interview, Examiner Pond and Applicants' representative discussed amended independent claim 1 with respect to the cited reference. Examiner Pond indicated that the amendments to independent claim 1 would appear to advance prosecution. This reply reflects the substance of the interview.

Requirement for Information

In the Office Action, a requirement for information was set forth requiring additional information related to Accenture's "Connection to eBay" service. Specifically, the Office Action requires press releases, sales/marketing brochures, user manuals, customer manuals and web site screen shots that describe the service. In response to the requirement for information, applicants have made a good faith attempt to obtain the required information. Applicants have searched Accenture's knowledge database and patent files and no documents dated or published prior to September 8, 2002 were found. Accordingly, applicants submit that the required information is unknown and/or not readily available.

§ 102 Rejections

Claims 1, 7-13, 15, and 38-47 have been rejected as being anticipated by Snapp (U.S. Patent No. 7,440,908). Based on the following remarks and the discussion in the personal interview of August 12, 2009, withdrawal of the rejections and further examination are respectfully requested.

Referring to particular claim language, independent claim 1, as amended, recites a method comprising, inter alia, determining, using a connection provider computer system and from among multiple, different levels of service, a level of service selected by the seller, where the multiple, different levels of service include a first level of service in which the connection provider allows the seller to fulfill orders through the seller's own fulfillment centers and a second level of service in which the connection provider fulfills orders for the seller through one or more tailored fulfillment centers. In response to a determination that the level of service selected by the seller is the first level of service in which the connection provider allows the seller to fulfill orders through the seller's own fulfillment centers, the seller is enabled to arrange for fulfillment of sold items. In response to a determination that the level of service selected by the seller is the second level of service in which the connection provider fulfills orders for the seller through one or more tailored fulfillment centers, the connection provider computer system is used to perform several operations in facilitating fulfillment of sold items.

Independent claims 38 and 47, although different in scope from claim 1 and each other, recite features similar to those discussed above with respect to claim 1.

The Snapp reference is not seen to disclose, teach or suggest the foregoing features recited by the independent claims. For example, as discussed in the personal interview of August 12, 2009, Snapp fails to disclose at least determining, using a connection provider computer system and from among multiple, different levels of service, a level of service selected by the seller, where the multiple, different levels of service include a first level of service in which the connection provider allows the seller to fulfill orders through the seller's own fulfillment centers and a second level of service in which the connection provider fulfills orders for the seller through one or more tailored fulfillment centers.

Specifically, Snapp describes a system operated by a bailee that assists companies with handling returns of purchased items. See Snapp at col. 3, lines 9-41 and col. 5, lines 1-20. Although the Snapp system offers returned items for sale on an online sales channel, see Snapp at col. 7, lines 41-54, the Snapp system does not determine, from among multiple, different levels of service, a level of service selected by the seller, where the multiple, different levels of service include a first level of service in which the connection provider allows the seller to fulfill orders through the seller's own fulfillment centers and a second level of service in which the

connection provider fulfills orders for the seller through one or more tailored fulfillment centers. Rather, in the Snapp system, the bailee fulfills the transaction and causes possession to transfer from the bailee to the buyer without determination of a service level selected by the seller. See Snapp at col. 8, lines 59-62. Thus, for at least these reasons, Applicants respectfully request reconsideration and withdrawal of the rejection of amended independent claims 1, 38, and 47 and submit that amended independent claims 1, 38, and 47 are allowable.

The other rejected claims in the application are each dependent on these independent claims and are thus believed to be allowable over the applied reference for at least the same reasons. Because each claim is deemed to define additional aspects of the disclosure, however, the individual consideration of each claim on its own merits is respectfully requested.

Conclusion

It is believed that all of the pending issues have been addressed. However, the absence of a reply to a specific rejection, issue or comment does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this reply should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this reply, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

Applicants submit that all claims are in condition for allowance. Please apply any charges or credits to deposit account 06-1050.

Respectfully submitted,

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